

1 AN ORDINANCE approving CONTRACT 90-WP-01
2 FOR RADIO ANTENNA TOWER - WPC between
3 UNR-ROHN and the City of Fort Wayne,
4 Indiana, in connection with the Board of
5 Public Works and Safety.

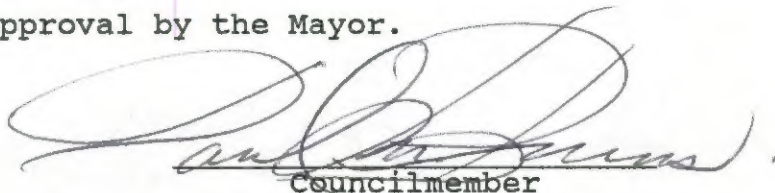
6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
7 THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That the CONTRACT 90-WP-01 FOR RADIO
9 ANTENNA TOWER - WPC by and between UNR-ROHN and the City of
10 Fort Wayne, Indiana, in connection with the Board of Public
11 Works and Safety, for:

12 the design, fabrication and installation
13 of one 180' Solid Rod Self-Supporting
14 Tower on a reinforced concrete support
15 pad and support pilings for improvement
16 to the Water Pollution Control Plant;

17 the Contract price is Thirty-Six Thousand Four Hundred
18 Fifty-Three and no/100 Dollars (\$36,453.00), all as more
19 particularly set forth in said Contract, which is on file in
20 the Office of the Board of Public Works and Safety and, is
21 by reference incorporated herein, made a part hereof, and is
22 hereby in all things ratified, confirmed and approved. Two
23 (2) copies of said Contract are on file with the Office of
24 the City Clerk and made available for public inspection,
25 according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all
28 necessary approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

CONTRACT
FOR
THE DESIGN, FABRICATION, AND INSTALLATION
OF ONE 180' SOLID ROD SELF-SUPPORTING
TOWER FOR IMPROVEMENT TO WATER
POLLUTION CONTROL PLANT. (CONTRACT 90-2401)
AT FORT WAYNE, INDIANA

RECEIVED BY

JUN - 4 1990

JOHN

CITY OF FORT WAYNE
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

CONSTRUCTION CONTRACT

This Agreement, made and entered into this, the 30th day of May, 1990 by and between UNR-Rohn, Inc., hereinafter referred to as the "Contractor", whose mailing address is at P. O. Box 2000, 6718 W. Plank Road, Peoria, Illinois 61656, and the City of Fort Wayne, Indiana, hereinafter referred to as the "owner".

Witnesseth, the parties hereto do mutually agree as follows:

1. THE CONTRACT DOCUMENTS

The contract Documents consist of the following:

ADVERTISEMENT FOR BIDS
NOTICE TO BIDDERS
INSTRUCTION TO BIDDERS
PROPOSAL
BID
FORM 96
BIDDER'S BOND
AFFIRMATIVE ACTION PROGRAM
PAYMENT BOND
PERFORMANCE AND GUARANTY BOND
WAGE RATE
GENERAL PROVISIONS
RADIO ANTENNA TOWER - GENERAL
RADIO ANTENNA TOWERS - PRODUCTS AND SERVICES
RADIO ANTENNA TOWERS - EXECUTION
EXHIBIT 1 - SOIL TESTING
DRAWINGS NUMBER DMA & ANT
THE CONTRACTORS PROPOSAL XJ-AE-0131 R1
CONTRACTORS STATEMENT OF EXCEPTIONS AND QUALIFICATIONS - UNR-ROHN
QUOTE XJ-AE-0131
NOTICE OF AWARD DATED APRIL 19, 1990

These form the Contract and all are as fully a part of the Contract as if attached to this Agreement repeated herein.

This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements either written or oral.

2. STATEMENT OF WORK

Contractor shall (except as otherwise provided for in the Specifications) furnish the materials, supplies, labor and equipment and perform the work for the construction and completion of work specified and quoted by Contractor. The work herein contemplated is located at and described generally as follows:

A. The work specified in Part 1 General identified as "Radio Antenna Towers - General" of bidding documents.

B. The work specified in Part 2 - Products and Services - "Radio Towers and Antennas - Products and Services".

The work identified in the bid as Item 3 and Item 4 and in Part 2 as Item "G" and Item 2.02 is not included in this Contract as it was not bid by Contractor.

3. TIME OF PERFORMANCE

Contractor agrees to begin the performance of the work covered here within 10 days, and to complete the same in a good and workmanlike manner in accordance with all the terms and provision hereof, including all Contract Documents, 90 days after receipt of the "Notice of Award" SAVE AND EXCEPT that completion by the parties hereto may be prevented beyond said completion date through any cause set forth in the "Force Majeure" provision hereof, in which event Contractor shall be allowed an additional period of time for the completion of the work covered hereby equal to the number of days delay occasioned thereby, time being of essence in this Agreement.

4. LOCAL CONDITIONS

Contractor covenants to and with owner that he has read and carefully considered the Contract Documents; that he thoroughly understands the same and has satisfied himself as to their adequacy, meaning and purposes and that he can construct the facilities according to the Contract Documents.

5. MATERIALS AND EQUIPMENT TO BE FURNISHED BY CONTRACTOR

Contractor shall furnish all necessary personnel, supervision, materials, tools, supplies, equipment, machinery, and transportation required for the performance of the work in the time specified herein. Such equipment shall be safe, adequate, and serviceable and shall be kept in first class operating condition. If, in the opinion of the owner Representative, the condition of any machinery or equipment is such that it would adversely affect the Workmanship of the completed facilities, retard progress or be unsafe, it shall be repaired or replaced with satisfactory equipment at no cost to the owner.

6. WORKMANSHIP

Contractor shall perform the work in a safe and satisfactory manner by qualified, careful and efficient workers in strict conformity with the specifications and drawings. The owner shall have the right to require removal of any employee of Contractor, or of Subcontractors, who in the owners Representative's opinion, may be incompetent or unqualified to perform work assigned to him.

7. SUBCONTRACTORS

The owner shall have the right to refuse approval of any Subcontractor with whom they have had previous unsatisfactory experience. Use of a Subcontractor shall not relieve the contractor of any of his responsibilities hereunder. If a Subcontractor is used, all references to "Contractor" hereafter referred shall include "Subcontractor".

8. INSPECTION

The owner will maintain such representatives as is deemed necessary on the work site for the purpose of inspecting, testing, and insuring the satisfactory completion of the contracted work. The daily inspection of any portion of the work shall not constitute final acceptance on the part of the owner. The inspector shall at any and all times be permitted to view the work being done, and Contractor will at his expense halt the work on any part of the job, if requested by the inspector, until it can be verified that such work is being done in accordance with these Specifications. The owner inspector shall in all cases determine the amount of work, including both extra or additional work, which is to be paid for under the contract, and his determination thereof shall be final, conclusive and binding on the parties hereto.

The term "owner representatives" shall include engineers, inspectors, checkers or other representatives of owner whether in direct employ of owner or retained on a service basis. The Inspector shall be made known to the Contractor and the Inspector will make the other owner Representatives known to the Contractor's Foreman and/or Superintendent on the job. Each of these various included under the term "Owner Representatives" or "Inspector" throughout the Contract.

9. CHANGES AND EXTRA WORK

Owner, without invalidating the Agreement, may at anytime require deviation from the Contract Specification. Material changes to the scope of the work or changes to the quantity of work which materially affect the Contract Price require Authorization from Owner in writing.

When requested by Owner, Contractor shall prepare a proposal for the requested change in scope, including detailed cost breakdown, to substantiate the change in compensation requested.

The Contractor shall not make any additions, changes, alterations, or omissions, or perform any extra or additional work, or supply extra or additional materials or equipment, except on prior authorization of Owner. Extra Work shall be authorized only by the issuance of a Change Order/Amendment issued by the Owner.

Extra Work shall be defined as follows:

- A. Any additional and/or deletions to the scope of the work to be performed.
- B. Significant additional and/or deletions to the quantity of work to be performed.
- C. Additions and/or deletions for which there is no established price.

Owner reserves the right to prosecute any Extra Work to completion. However, this right in no way limits the Contractor's obligation for performance of his or her work. Contractor shall afford Owner reasonable opportunity for the execution of said work and properly coordinate his/her work with the Owner.

10. CONSIDERATION

As consideration for the work to be performed hereunder by Contractor or any authorized Subcontractor, Owner agrees to pay and Contractor agrees to accept Thirty Six Thousand Four Hundred Thirty-Five Dollars (\$36,435.00).

11. PROGRESS PAYMENTS AND RETAINAGE

The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provision of the contract, the Board will make payments for such work performed and completed, provided; however, that in any such case, the Board will retain 10% (ten percent) if not otherwise specified of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of the contract, contractor will be paid in full.

12. DELAYS

If Contractor is responsible for a delay in the progress of the work, Contractor shall, without additional cost to Owner, work such overtime and utilize such additional equipment as may be necessary to eliminate delay in final completion of the Contract in accordance with instructions given in respect thereto.

In the event of any delay caused by a change in the Plans or Specifications; or suspension of the work on order of Owner, or by Owner delay in acceptance or testing of the work on completion, or occasioned by any other failure of Owner or by third parties, the Contractor shall have no claim for damages against Owner, but shall be entitled solely to an extension of time in which to complete the work unless such delay causes contractor extra costs, in which case article 9 may be invoked.

13. OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor neglects to carry out the work in accordance with the contract Documents and fails within twenty (20) days after receipt of notice from Owner to commence or continue correction of unremedied or defective work with diligence and promptness, Owner may, after twenty (20) days following receipt by Contractor of an additional notice, and without prejudice to any other remedy they may have, make good such deficiencies. In such case, the Contractor is responsible for the cost of correcting the deficiencies and if such expense of correcting or completing the work shall exceed the amount which would have been payable under the Contract, the Contractor shall pay the amount of such excess to Owner. If the expense shall be less, the Contractor will be entitled to the difference between Contract amount and owners' expense but not more than the value of work actually performed by Contractor.

14. OWNERS' RIGHT OF TERMINATION

Should conditions arise which, in the opinion of Owner, make it advisable or necessary to cease work, Owner shall serve written notice to terminate the Contract. Upon such termination without fault of the Contractor, the Contractor shall be paid the earned portion of the total cost of the work completed together with payment for any authorized commitments on behalf of Owner at the date of termination. In this event, Owners' auditors shall have the right to access to the Contractor's books to check the amount claimed by the Contractor.

15. PATENTS AND ROYALTIES

Contractor shall defend all suits or claims against Contractor and/or Owner arising from any infringement, real or claimed, of any patented or unpatented invention, article, machine, appliance, manufacture, structure, composition, arrangement, improvement, design, device, and/or methods of process embodied or used in the performance of this contract, including use by Owner. Contractor hereby agrees to indemnify Owner and to hold Owner harmless from and against liability of any kind or connection with all such suits or claims, provided, however, that nothing, herein contained shall apply to any materials which Owner shall furnish to Contractor. Owner shall give written notice of all such claims and patent infringements, suits or claims, instituted or asserted against it, to Contractor who shall defend same at Contractor's own cost and expense. Contractor shall pay all royalties and license fees on the equipment or materials which he shall furnish under this Contract.

16. TITLE

The title to all work completed and paid for, shall belong to Owner and shall not be sold or otherwise distributed by Contractor without written approval from Owner. Additionally, all materials furnished by Owner, irrespective of location thereof, shall belong to Owner, but the ownership thereof by Owner shall not absolve Contractor from liability for loss or damage to same, with the exception, that Contractor's liability shall end on acceptance of the completed installation.

17. INJURIES AND DAMAGES

Contractor agrees to indemnify, hold harmless and defend Owner, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the performance or failure to perform any work provided for hereunder by the Contractor responsible.

18. INSURANCE

The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act, and from any other claims for damages to persons not covered by that Act, because of bodily injury, including death, which may arise from, or during the performance of the work described in the contract. The City of Fort Wayne and EMA Services, Inc. shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to the Board. The contractor further agrees that it will indemnify and hold the Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees, and sub-contractors in the performance of the contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

CONTRACTOR'S PROTECTION OF WORK AND SAFETY. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property from possible injury or damage arisen from the work to be done under or by the contractor, it's Employees, Agents and Sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes, and ordinances. The Contractor shall properly and fully guard all excavations and dangerous places and will use all due and proper precaution to prevent injury to any and all persons and property.

19. WARRANTY

The Contractor shall warrant all components, materials and workmanship for a period of at least one (1) year from the date of acceptance by Owner.

The Contractor warrants the title and guarantees the equipment, materials and workmanship furnished under this Contract to be specified and to be free from defects in design, workmanship and materials. If within the warranty period the work fails to meet the provision of this guarantee, Owner shall notify the Contractor thereof immediately and the Contractor shall promptly correct any defects, including nonconformance with the Contract Documents, by adjustment, repair or replacement.

20. PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish good and sufficient Performance and Payment Bonds, each in an amount not less than 100 percent of the Contract Sum. The bonds shall be executed with the proper sureties through a company or companies licensed and qualified to operate in the State of Indiana and acceptable to Owner.

The Performance Bond shall guarantee the faithful performance of all covenants, stipulations, and conditions of the Contract. The Payment Bond shall guarantee the faithful payment of all obligations which may arise under the Contract.

21. PERMITS AND LICENSES

The contract price shall include the costs of all permits and licenses excepting FCC and FAA permits which might be lawfully required in the fulfillment of this Contract. Such permits, licenses, and inspection shall be obtained and paid for by the Contractor. Any variance or zoning matters shall be handled by the Owner.

22. INDEPENDENT CONTRACTOR

Contractor's relationship to Owner in the performance of this Contract is that of an Independent Contractor. The personnel performing services under this Contract shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of Owner. Contractor shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any subcontractor or supplier of Contractor and Owner by virtue of this Contract. No provision of this Contract shall be for the benefit of any party except Owner and Contractor. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

23. LAWS AND REGULATIONS

The Contractor shall observe and comply with all ordinances, laws, requirements and regulations of all units of Government and Governmental agencies having jurisdiction over any aspect of the work. The Contractor shall protect and indemnify Owner and the Owner's officers and agents against any claim or liability arising from or based on any violation of the same. This agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

24. FORCE MAJEURE

It is agreed that in the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this Contract, then on such party's giving notice and full particulars of force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, the obligation of the party giving a notice, so far as affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall be remedied so far as possible with all reasonable dispatch. Such inability shall not be a breach of this Agreement, and such party shall not be liable for damage or otherwise on account thereof.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other causes not within the control of the party claiming a suspension.

25. NOTICE

Any notice herein provided for, or necessary to be given, may be given by registered mail as follows:

- A. By owner to Contractor, addressed to the name and address noted on Page 1 of this Contract.
- B. By Contractor to Owner, addressed to the Owner at address noted on Page 1 of Contract.

26. WAIVER OF RIGHTS

The waiver by Owner of the breach of or default in any of the terms, covenants and conditions of this Agreement by Contractor shall not be, nor construed to be a waiver by Owner of any succeeding breach of the same or other terms, covenants and conditions hereof; nor shall any delay or omission on the part of Owner to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such breach of default.

27. ASSIGNABILITY

All the terms, obligations and conditions herein contained and set forth shall be available to and binding upon the heirs, administrators, personal representatives, executors, successors and assigns of the respective parties hereto; PROVIDED, HOWEVER, that Contractor shall not assign this Agreement or any part hereof, or any benefits hereunder, or sublet or subcontract to another any work hereunder without the written consent of Owner. Any subletting by Contractor of any part of the work covered hereby shall not relieve Contractor of primary responsibility for the proper performance of the work by Subcontractor.

28. RIGHT OF AUDIT

Owner will have the right to audit the accounting records and associated documents of the Contractor. Such right to audit shall be for determination of compliance to terms and conditions of the Contract and shall include, but not be limited to the following situations:

- A. If the Contract is terminated for any reason in accordance with the provisions of the Agreement
- B. In the event of disagreement between the Contractor and Owner at any time on the amount due under the terms of this Contract.
- C. To substantiate the amount invoiced or paid, or in connection with added work authorization.
- D. To determine Owners' rights and the Contractor's obligations under the Contractor's obligations under the Contract or to ascertain any facts relative to any claim against the Contractor which may become a charge against Owner.

The Contractor and Subcontractors shall preserve all records and accounts associated with this job for a period of 2 years after the completion of the Contract.

29. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or political beliefs or affiliation, and will comply with all state and federal statutes applicable to Contractor, such as affirmative action plans and reporting requirements.

30. SEVERABILITY OF PROVISION

If any provision of this Contract is held invalid, illegal, or unenforceable, the remainder of the Contract shall remain valid and enforceable and shall be construed to conform to the intent of the parties.

31. VENUE LAW

THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF INDIANA. BOTH PARTIES AGREE THAT VENUE FOR ANY LITIGATION ARISING FROM THIS CONTRACT SHALL LIE IN FORT WAYNE, ALLEN COUNTY, INDIANA.

IN WITNESS WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CITY OF FORT WAYNE, INDIANA

By

Title

City of Fort Wayne

(Owner)

By

Title Contracts Administrator

UNR-Rohn, Inc.

(Contractor)

(Witness)

(Witness)

APPROVED
Board of Public Works & Safety

[Handwritten signatures and initials over the stamp]
Daniel M. Alder MM
Doug M. Loh

CITY OF FORT WAYNE, INDIANA
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we UNR-ROHN, INC.
(Contractor or Developer) as Principal, and the AMERICAN
CASUALTY COMPANY OF READING, PA (Insurance company), a corporation organized under
the laws of the State of Pennsylvania (State
and Date), and duly authorized to transact business in the State
of Indiana, as Surety, are held firmly bound unto the City of
Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum
of \$ 36,453.00-----, (value of work) for the payment whereof well
and truly to be made, the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors,
and assigns, jointly and severally firmly by those present. The
condition of the foregoing obligation is such that:

WHEREAS, the Principal has entered into contract with the City or
has applied for authority to construct or cause to be constructed
a Master Radio Tower with Antenna to become part of the City's
Water Pollution Control Plant, which said Master Radio Tower with
Antenna to be built and constructed according to plans and
specifications prepared by EMA Services, Inc., and known as the
Master Radio Tower and Antenna, Contract No. 90-WP-01; and

WHEREAS, the grant of authority by the City to so construct such
Radio Tower provides:

1. That said Master Radio Tower shall be completed according to
said plans and specifications, and warrant and guarantee all
work, materials, conditions of Master Radio Tower for a
period of one (1) year from the date of final acceptance in
writing by the Owner;
2. There shall be filed with the City, within thirty (30) days
after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such
adjustments, modifications, and repairs as required by the
City within thirty (30) days after notice; and,
4. To agree to maintain said Master Radio Tower for a period of
one (1) year following written acceptance by the City of
said Master Radio Tower; and

WHEREAS, said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration, or addition
to the terms of the contract or to the work to be performed
thereunder, or the specifications accompanying the same, shall in
any way affect its obligation on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or
addition to the terms of the contract, or to the work or the the
specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said Master Radio Tower and Antenna to become a part of the City Water Pollution Control Plant, and shall for one (1) year after acceptance of said Master Radio Tower and Antenna by City maintenance said Master Radio Tower and Antenna and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

UNR-ROHN, INC.

Contractor/Developer

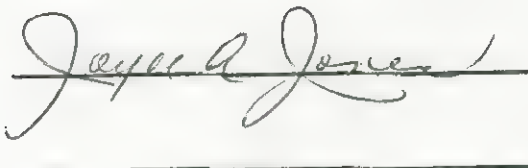
BY: 

Name

RESIDENT

Title

ATTEST:



AMERICAN CASUALTY COMPANY OF READING, P
(Insurance Company) Surety

*BY: 

Authorized Agent

Carla E. Romoser, Attorney-in-Fact

*If signed by an agent, Power of Attorney must be attached.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT UNR-ROHN, INC.
Name of Contractor

a Texas Corporation, hereinafter called Principal,
and AMERICAN CASUALTY COMPANY OF READING, PA
Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the city of Fort Wayne, and Indiana Municipal Corporation in the Penal sum of Thirty-six thousand four hundred fifty-three and no/100 Dollars (\$36,453.00-----) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 1990 for the construction of:

One Master Station Radio Tower, 180' in Height, with Support Foundation, Support Pilings, Antenna and Transmission Cable.

all in accordance with the specifications and Drawing No. DMA & ANT

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

**American Casualty Company
of Reading, Pennsylvania**



For All the Commitments You Make
Offices/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Robert P. Powers, Carla E. Romoser,
David W. Jones, Individually

of Chicago, Illinois

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney

G-23208-B

STATE OF

ILLINOIS

SS.

COUNTY OF

COOK

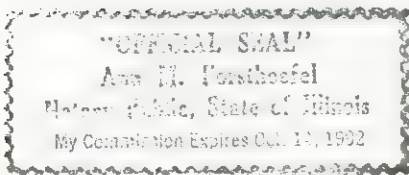
I, Ann M. Forsthoefel

Notary Public of Cook County, in the State of Illinois, do hereby certify that CARLA E. ROMOSER

Attorney-in-fact, of the American Casualty Company of Reading, PA who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the American Casualty Company of Reading, PA for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 24th day of April, A.D. 19 90

[Signature]
Notary Public.



a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



[Signature]
Linda C. Dempsey, Notary Public.

CERTIFICATE My Commission Expires November 12, 1990

I, George R. Hobaugh, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 24th day of April, 19 90.



[Signature]
George R. Hobaugh, Assistant Secretary

IN WITNESS WHEREOF, this instrument is executed in one
Number
counterparts, each one of which shall be deemed an original, this
24th day of April, 1990.

UNR-ROHN, INC.

Principal

ATTEST:

[Signature]
(Principal) Secretary
ASST.

By: *[Signature]* (SEAL)

6718 West Plank Road

Address

Peoria, Illinois 61604

[Signature]
Witness to Principal
5715 W. Sioux Trail
Address
Peoria, IL. 61607

AMERICAN CASUALTY COMPANY
OF READING, PA

By: *[Signature]*
Attorney-in-Fact
Carla E. Romoser

ATTEST:

(Surety) Secretary

SEAL

[Signature]
Witness As to Surety

818 Saylor

Address

Elmhurst, Illinois 60126

1411 Opus Place

Address

Downers Grove, Illinois 60515

NOTE: Date of the bond must not be prior to date of contract.
If the contractor is a partnership, all partners should execute
the bond.

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Clerk (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 6-12-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~12:00~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____ (ZONING MAP) _____ ORDINANCE RESOLUTION NO. S-164-90 on the 10th day of July, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of July, 1990 at the hour of 10:00 o'clock AM M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of July, 1990, at the hour of 2:00 o'clock P M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract 90-WP-01 for Radio Antenna Tower - WPC Plant

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Contract 90-WP-01, is for the design, fabrication and installation of one 180' Solid Rod Self-Supporting Tower on a reinforced concrete support pad and support pilings for improvement to Water Pollution Control Plant.

EFFECT OF PASSAGE: To monitor sewage lift station

EFFECT OF NON PASSAGE:

S-90-06-26

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$36,453.00

ASSIGNED TO COMMITTEE:

BILL NO. S-90-06-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

[Handwritten signature]
[Handwritten initials]

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT
90-WP-01 FOR RADIO ANTENNA TOWER - WPC between UNR-ROHN and the City
of Fort Wayne, Indiana, in connection with the Board of Public
Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			

DATED: 7-10-90

Sandra E. Kennedy
City Clerk